

March 19, 2018 7:00 P.M.
JONES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET
TRENTON, NC 28585
MINUTES

COMMISSIONERS PRESENT:

Mike Haddock, Chairperson
Joseph Wiggins, Vice-Chairperson
Zack Koonce, Commissioner
Sondra Ipock-Riggs, Commissioner
Frank Emory, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager
Angelica Hall, Clerk
Brenda Reece, Finance Officer
Eric Merritt, Emergency Management

COMMISSIONERS ABSENT:

The Chairperson called the meeting to order and Commissioner Zack Koonce gave the invocation. **MOTION** was made by Commissioner Franky Emory, seconded by Commissioner Zack Koonce and unanimously carried **THAT** the agenda be **APPROVED** as presented.

MOTION made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the minutes for Regular Meeting on February 19, 2018 be **APPROVED** as presented.

PUBLIC COMMENT PERIOD:

Susan Carr spoke the Board and provided an update on the issue with her neighbors dogs. Ms. Carr stated that Officer Labuda was able to have the dogs removed due to their living conditions. Ms. Carr also requested Jones County establish a noise ordinance due to the disturbance the animals caused with their barking.

1. MARY ANN BENDER LERAE- THE FILLING STATION

Mary Ann Bender LeRae presented the Board with information about The Filling Station in Pollocksville. Ms. LeRae explained to the Board that Pollocksville Presbyterian felt called to do more in the areas of a local mission through outreach in the community. Ms. LeRae explained in detail the mission and how they were led to the name of "The Filling Station 107:5". Ms. LeRae also explained that they would like to transition, The Filling Station from the Church into its own Non-Profit 501(c) 3 and as part of the transition they are asking the Board to appoint a member to the Non-Profit board. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Joseph Wiggins and unanimously carried **THAT** the Board appointment of Commissioner Zack Koonce to The Filling Station Board be **APPROVED** as presented. A copy of the presentation is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

2. SUPPORT HB 662 FOR MEDICAID EXPANSION

Ms. Gina Boccetti, RN with the League of Women Voters presented the Board with a request to support a discussion of Medicaid expansion as proposed in House Bill 662 in the May legislative session. Ms. Boccetti presented the Board with information on the House Bill and recommended the Board contact Representative Pat McElraft and Senator Harry Brown to urge them to bring HB662 to the floor for debate.

3. PUBLIC HEARING-CLOSE OUT FOR CDBG FELLOWS PROGRAM

MOTION made by Commissioner Joseph Wiggins, seconded by Commissioner Zack Koonce and unanimously carried **THAT** the Board go into public hearing.

No public comments

Motion made by Commissioner Zack Koonce, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the Board close the public hearing.

MOTION made by Commissioner Frank Emory, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** The Close Out of the CDBG Fellows Grant be **APPROVED** as presented.

4. TAX COLLECTION REPORT

Mr. Franky Howard, County Manager, presented the Board with the Tax Collection Report for February 2018. This is information only. A copy of this report is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

5. ADVERTISE OF REAL PROPERTY LIENS AND DELINQUENT TAXPAYERS

Mr. Franky Howard, County Manager, presented the Board with the annual request from the Tax Office to advertise for property tax liens and delinquent taxpayers. Mr. Howard explained that this was an annual collection process for delinquent taxes which will be in the Jones Post and be listed on the Website. **MOTION** made by Commissioner Zack Koonce, seconded by Commissioner Joseph Wiggins and unanimously carried **THAT** the request to advertise for property tax liens and delinquent taxpayers be **APPROVED** as presented. A copy of this request is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

6. LATE APPLICATION PUV-MR. AND MRS. GURLEY

Mr. Howard, County Manager, presented the Board with a Present Use Value application for Mr. and Mrs. Gurley. Mr. Howard explained that due to the date the Board would need to approve the PUV. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce and unanimously carried **THAT** the late application for the Present Use Value for Mr. and Mrs. Gurley be **APPROVED** as presented. A copy of this request is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

7. POLLOCKSVILLE FIRE DEPARTMENT- RELIEF FUND APPOINTMENT

Mr. Franky Howard, County Manager, presented the Board with a request from the Pollocksville Fire Department to appointment, Mr. James Bender, Jr. and Steve Mallard, to the Fireman's Relief Fund Board of Trustee for the year 2018. **MOTION** made by Commissioner Zack Koonce, seconded by Commissioner Frank Emory and unanimously carried **THAT** the Appointment request for the Fireman's Relief Fund Board be **APPROVED** as presented.

8. LIEAP Funding Increase

Mr. Franky Howard, County Manager, presented the Board with a request to accept additional LIEAP (Low Income Energy Assistance Program) Funding from DHHS. **MOTION** made by Commissioner Zack Koonce, seconded by Commissioner Frank Emory and unanimously carried **THAT** the additional LIEAP Funding be **APPROVED** as presented. A copy of this request is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

9. UPDATE ON CDBG-DR

Mr. Franky Howard, County Manager, explained to the Board that the County had applied for and was awarded \$1,000,000 in CDBG-DR to fund housing projects that did not get funded through FEMA after Hurricane Matthew. Now the Board needs to approve the grant agreement and project budget resolution. **MOTION** made by Commissioner Joseph Wiggins seconded by Commissioner Frank Emory and unanimously carried **THAT** the grant agreement and project budget resolution for the CDBG-DR be **APPROVED** as presented. A copy of the grant agreement and project budget resolution is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

10. BUDGET AMENDMENTS # 15-19

Mr. Franky Howard, County Manager, presented the Board with Budget Amendments #15-19 to keep the County in line with expenditures. **MOTION** made by Commissioner Zack Koonce seconded by Commissioner Frank Emory and unanimously carried **THAT** the Budget Amendments #15-19 be **APPROVED** as presented. A copy of the Budget Amendments #15-19 is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

11. UPDATE ON LIBRARY PARKING LOT- RECOMMENDATION

Mr. Franky Howard, County Manager, provided the Board with an update on the Library Parking Lot informing them that he received a few more quotes for the project. Mr. Howard informed the Board that the lowest bid was Morton at \$14,606 plus \$1500 to stripe. Mr. Howard explained that Brenda Reece, Finance Officer, and he met with Mrs. Ho last week and she confirmed that they will pay for this cost and had earmarked \$25,000 for this project. Mr. Howard also stated that the quote moves the parking to the back of the Library and keeps them from having to remove the nice oak tree. Mr. Howard recommended proceeding with this quote. **MOTION** made by Commissioner Frank Emory seconded by Commissioner Zack Koonce and unanimously carried **THAT** the quote of \$14,606 plus \$1500 to complete

the work at the Trenton Library parking lot be **APPROVED** as presented. A copy of the quote is marked **EXHIBIT H** and is hereby incorporated and made a part of the minutes.

12. UPDATE ON 123 FRANCKS FIELD ROAD LOT- RECOMMENDATION

Mr. Franky Howard, County Manager, provided the Board an update on the 123 Francks Field Road Lot. Mr. Howard informed the Board that since purchasing the lot/house that the home had been evaluated and it is not a candidate to be relocated and is recommending to demolish the house and clear the lot. The site has already been tested and all asbestos has been removed. The recommendation is to use Rick Bostic to clear the lot; his bid was the lowest bid at \$8,200. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce and unanimously carried **THAT** the recommendation to use Rick Bostic to clear the lot at \$8,200 be **APPROVED** as presented. A copy of the quote is marked **EXHIBIT I** and is hereby incorporated and made a part of the minutes.

13. MINI-GRANT JONES COUNTY RECREATION

Mr. Franky Howard, County Manager, presented the Board with a request to accept a Mini-Grant for the Jones County Recreation Department in the amount of \$100.00. This grant will be used to match new middle school students peers according to gender, age, and interest. The “buddy” will help with adjustments to the new school. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Frank Emory and unanimously carried **THAT** the Mini-Grant be **APPROVED** as presented. A copy of this grant is marked **EXHIBIT J** and is hereby incorporated and made a part of the minutes.

14. REQUEST FOR SUPPORT, MARSY’S LAW

Mr. Franky Howard, County Manager, presented the Board with a request to support Marsy’s Law. This law ensures victims’ basic rights as they navigate the judicial process. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce and unanimously carried **THAT** the request to support Marsy’s Law be **APPROVED** as presented. A copy of the documentation is marked **EXHIBIT K** and is hereby incorporated and made a part of the minutes.

15. BRIEFING FROM WHITE HOUSE MEETING

Mr. Franky Howard, County Manager, presented the Board with information from the meeting at the White House that was attended by Chairperson Mike Haddock, Commissioner Frank Emory and himself. Mr. Howard stated that Vice President Mike Pence and Sr. Advisor Kellyanne Conway along with other advisors and intergovernmental staff spoke at the meeting. A copy of the meeting agenda and contacts is marked **EXHIBIT L** and is hereby incorporated and made a part of the minutes.

16. SCHOOL PROJECT UPDATE

Mr. Franky Howard, County Manager, provided the Board with an update on the school. This was information only, no action needed by the Board.

17. NACO ANNUAL CONFERENCE

Mr. Franky Howard, County Manager, informed the Board that the NaCO Annual Conference will be July 13-17 in Nashville, TN and registration is now open. Also, Mr. Howard informed the Board that the State NCACC Conference in Hickory will be August 23-25.

18. NCACC DISTRICT MEETING

Mr. Franky Howard, County Manager, informed the Board that the NCACC is having their District Meeting on April 4th in Craven County starting at 5:30 pm.

PUBLIC COMMENT

None

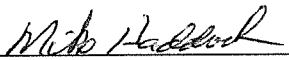
COUNTY MANAGER'S REPORT

No Report


COMMISSIONER'S REPORTS

No Report

MOTION made by Commissioner Joseph Wiggins, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the meeting be **ADJOURNED** at 8:30 p.m.



Mike Haddock
Chairman



Angelica Hall
Clerk to the Board

About The Filling Station

THE DREAM:

Pollocksville Presbyterian feeling called to do more in the areas of local mission – more outreach in our own community.

THE CHALLENGES:

What do we do?

How will we pay for it?

Where will we do it?

CHALLENGES ADDRESSED – at least partially

We have some start-up money – gifts designated for the purpose of doing local outreach

We have an available building – the old Jenkins Gas building

During a cursory inspection of the Jenkins building, someone spied a DOT vehicle placard required for display on all propane gas vehicles. It is colored RED and has a flame on it. And it has the numbers “1075”. Someone went to the Bible – to Psalms – which is the only book in the Bible with those kinds of chapter or verse numbers.

Psalms 107:5 – “They were hungry and thirsty, their lives ebbed away.”

Apparently the Holy Spirit was at work – inspiring us with the color and flame of Pentecost and the scripture from Psalms. Thus was born:

THE FILLING STATION 107:5

Okay – we have a catchy name – based on scripture – and we possibly have a building, and we do have the initial funds. But back to the #1 Challenge – What do we do? What kind of outreach ministry/mission to we undertake?

- Feed the Hungry a Meal
- Provide tutoring and mentoring
- Pair people in need with available services
- Computer Lab

- Open a Food Pantry
- Promote better health
- Start a Community Garden
- Marriage/Family/Financial Classes

How to choose among these and countless others?

RESPONSE TO PSALM 107:5:

“Pollocksville Presbyterian Church – with community partners – seeks to feed our brothers and sisters, and to provide opportunities for fellowship, knowledge, and spiritual nourishment in a safe hospitable environment so that the love of Christ is demonstrated by our actions

NOW WHAT:

The Filling Station will be a community based outreach ministry serving Jones County. Pollocksville Presbyterian is the INITIAL FACILITATOR!!! But we can't do it alone!!! We look to our community partners, non-profit supporting agencies, and those governmental and semi-governmental organizations that can supplement this ministry.

What will Pollocksville Presbyterian do in the beginning?

1. - Organize and provide a computer/mentoring lab, with DSL and computers to help those who need this kind of help
2. - Provide the building and serve as the “landlord” for the space for use by other partners/agencies who are better equipped to provide needed outreach services
3. File the Articles of Incorporation, By Law and attain 501(c) (3) status and begin building a new non-profit board to sustain vision.

Other immediate possibilities:

1. - Senior Nutrition site feeding people in our community
2. - Partnering with RCS, American Red Cross, Salvation Army, AA, etc. by providing space so that those agencies and others can establish a presence in Jones County to reach out and provide assistance and support.
3. - Our own feeding program – a meal or two per week
4. - Disaster response relief and support
5. - THE POSSIBILITIES ARE ENDLESS!!!

What can the community do NOW?”

1. - Pray without ceasing for the success of this outreach
2. - Join with us – bringing ideas on how the community can reach out to our brothers and sisters in need
3. - VOLUNTEER -- your time is one of the most valuable and needed gifts

The mission of the Filling Station is offer a

“Hand Up” to those in our county.

Nutrition - Education - Connection

For more information: www.fillingstation1075.com

Phone Number: 224-1127

Temporary Site Manager: Ronnie Huffman

EXHIBIT B



COUNTY OF JONES

JONES COUNTY TAX OFFICE

P. O. Box 87

Trenton, North Carolina 28585-0087

Hope Avery
Tax Administrator/Assessor

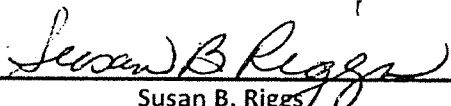
Susan Riggs
Tax Collector

March 13, 2018

Jones County Tax Collector:

For the Month of February:

2017 Levy Collected by Tax Office:	\$ 210,024.13
2017 Levy Collected by NCVTS:	66,827.02
2008-2016 Levy Collected:	9,605.42
Total Levy Collected:	<u>\$ 286,456.57</u>


Susan B. Riggs
Jones County Tax Collector

2017 Levy \$ 7,014,384.28

Collected on 2017 Levy as of 2/28/2018 6,476,810.01

Other Levy Reduction:

Releases:	15,184.27
Write-Offs:	47.71
Total Levy Reduction:	<u>\$ 6,492,041.99</u>

Percent (%) of Levy Reduced as of 2/28/18: 92.55%

Percent (%) of Levy Reduced as of 2/29/17: 92.16%

EXHIBIT C



COUNTY OF JONES
JONES COUNTY TAX OFFICE
P.O. Box 87
Trenton, NC 28585-0087
Phone: (252) 448-2546
Fax: (252) 448-1080

Hope Avery
Tax Administrator/Assessor

Susan Riggs
Tax Collector

February 22, 2018

To: Franky Howard, Brenda Reece
Jones County Board of Commissioners

From: Susan B. Riggs

Re: Advertisement of Real Property Tax Liens

As the Tax Collector of Jones it is my duty to advertise the existing tax liens on real property according to G.S. 105-369 (c). According to the tax office records, the following amounts are the totals due for liens on real property:

- Jones County in the amount of \$634,001.50
- Town of Maysville in the amount of \$31,514.79
- Town of Trenton in the amount of \$5,732.06

At this time I request permission of the governing body to advertise in the Jones Post the 2017 delinquent taxpayers as referenced.

Sincerely,

A handwritten signature in cursive script, reading "Susan B. Riggs".

Susan B. Riggs
Jones County Tax Collector

EXHIBIT D

AV-5
Web
3-13

Application for Agriculture, Horticulture, and Forestry Present-Use Value Assessment

(G.S. 105-277.2 through G.S. 105-277.7)

FEB 20 2018

Tax Department

County of Jones, NC

Tax Year 2018

Full Name of Owner(s) <u>Stephen Thomas Gurley and Shanna H Gurley</u>			
Mailing Address of Owner <u>4893 WYSE Fork Rd</u>			
City <u>Dover</u>	State <u>N.C.</u>	Zip Code <u>28526</u>	
Home Telephone Number <u>N/A</u>	Work Telephone Number <u>(252) 464-8731</u>	Ext. <u></u>	Cell Phone Number <u>(919) 394-7240</u>

Instructions

Application Deadline: This application must be filed during the regular listing period, or within 30 days of a notice of a change in valuation, or within 60 days of a transfer of the land.

Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: www.dornc.com/downloads/CountyList.pdf. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

This application is for: (check all that apply)

☒ **AGRICULTURE** (includes Aquaculture)

☐ **HORTICULTURE**

☐ **FORESTRY**

Enter the Parcel Identification Number, acreage breakdown, and acreage total for each tax parcel included in this application:

PARCEL ID	OPEN LAND in Production	OPEN LAND not in Production	WOOD LAND	WASTE LAND	CRP LAND	HOME SITE	OTHER (Describe in Comments)	TOTAL ACRES
<u>4551-36-6691-00</u>	<u>24.28</u>		<u>7.38</u>			<u>1</u>		<u>32.66</u>

Comments:

☐ Yes ☒ No Does the applicant own property in other counties that is also in present-use value and is within 50 miles of this property? If YES, list the county or counties and parcel identification number(s):

County: Parcel ID:

County: Parcel ID:

IMPORTANT!

AGRICULTURE and HORTICULTURE applications with LESS than 20 acres of woodland generally need to complete PARTS 1, 2, and 4.

AGRICULTURE and HORTICULTURE applications with MORE than 20 acres of woodland generally need to complete PARTS 1, 2, 3, and 4.

FORESTRY applications need to complete PARTS 1, 3, and 4.

ADDITIONALLY, applications for CONTINUED USE of existing present-use value classification need to complete PART 5.

Please contact the Tax Assessor's office if you have questions about which parts should be completed.

Part 1. OwnershipOn what date did the applicant become the owner of the property? DATE: 2/18/2013

If owned less than four full years on January 1, provide: Name of Previous Owner: _____

How the Applicant is Related to the Previous Owner: _____

☒ Yes ☐ No ➤ Did one of the applicants reside on the property on January 1 of the year for which this application is made?If YES, provide name of resident: Stephen Gunley☒ Yes ☐ No ➤ Are any of the acres leased out to a farmer? If YES, indicate: Number of acres leased out: _____Name of farmer leasing the land: Mike Roberson Phone: (252) 521-4777**Choose the legal form of ownership from "a - e" below, and answer the questions, if any, for that ownership:**a. One Individual ☒ b. Husband and Wife (as tenants by the entirety)c. Business Entity. (Circle one: Corporation, Limited Liability Company, Partnership) List all the direct shareholders, members, or partners of the business entity and their farming activities:

Member: _____ Farming Activities: _____

Member: _____ Farming Activities: _____

Member: _____ Farming Activities: _____

Member: _____ Farming Activities: _____

☐ Yes ☐ No ➤ Are any of the direct shareholders, members, or partners either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individuals' farming activities.☐ Yes ☐ No ➤ Once you have reached the individual level of ownership interest, are all of the individuals relatives of each other? (See G.S. 105-277.2(5a) for the definition of relative.)

State the principal business of the business entity: _____

d. Trust. List the trustee(s), name of the trust, and all of the beneficiaries:

Trustee(s): _____ Name of trust: _____

Beneficiary: _____ Farming Activities: _____

Beneficiary: _____ Farming Activities: _____

Beneficiary: _____ Farming Activities: _____

Beneficiary: _____ Farming Activities: _____

☐ Yes ☐ No ➤ Are any of the beneficiaries either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individual's farming activities.☐ Yes ☐ No ➤ Once you have reached the individual level of ownership interest, are all of the beneficiaries either the trust's creator or relatives of the creator? (See G.S. 105-277.2(5a) for the definition of relative.)e. Tenants in common. List the tenants and their percentage of ownership (round to the nearest 0.1%):

Owner	_____	%	Owner	_____	%
Owner	_____	%	Owner	_____	%

☐ Yes ☐ No ➤ Are any of the tenants either a business entity or trust? If YES, you must make a copy of this page for each business entity or trust. You must complete the business entity section only or trust section only for each tenant, as appropriate, labeling each copy with the name of the business entity or trust.The Tax Assessor may contact you for additional information after reviewing this application.

Part 2. Agriculture and Horticulture

For the past three years and for each tax parcel within the farm unit, enter the agricultural or horticultural products actually produced on the land and the gross income from the sale of the products, including livestock, poultry, and aquatic species. **INCOME INFORMATION IS SUBJECT TO VERIFICATION.**

If payments are received from any governmental soil conservation or land retirement program, indicate the acres and amount of income in the table below. Provide the name of the program in the Product column.

Do not include income received from the rental of the land. Income must be from the sale of the product.

	ONE YEAR AGO 20 <u>16</u>			TWO YEARS AGO 20 <u>15</u>			THREE YEARS AGO 20 <u>14</u>		
Parcel ID	Product	Acres	Income	Product	Acres	Income	Product	Acres	Income
	<i>Soybeans</i>	<i>24.28</i>	<i>9712.00</i>	<i>Corn</i>	<i>24.38</i>	<i>16200.00</i>	<i>Soybeans</i>	<i>24.22</i>	<i>10500.00</i>
	Totals			Totals			Totals		
	Totals			Totals			Totals		
	Totals			Totals			Totals		
	Totals			Totals			Totals		
	Totals			Totals			Totals		

☐ Yes ☐ No ➡ If this application covers a horticultural tract used to grow Christmas trees, has a written management plan been prepared? If YES, attach a copy. If NO, attach a full explanation of your operation that contains at least the following: year each tract was planted, gross income from each tract, site management practices, number of trees per acre, and expected date of harvesting for each tract.

If this application covers an aquatic species farming operation, enter the total pounds produced for commercial sale annually for the last three years: Year 20 : lbs, Year 20 : lbs, Year 20 : lbs

Part 3. Forestry

Attach a complete copy of your forest management plan. Indicate below who prepared the plan:

N.C. Division of Forest Resources

Consulting Forester

Owner

Other

Note: The property must be actively engaged in the commercial growing of trees under a sound management program as of January 1 of the year for which application is made.

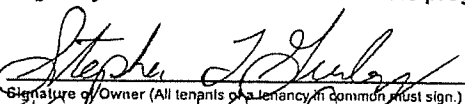
Key elements in a written plan for a sound forestland management program are listed below:

1. Management and Landowner Objectives Statement—Long range and short range objectives of owner(s) as appropriate.
2. Location--Include a map or aerial photograph that locates the property described and also delineates each stand referenced in the "Forest Stand(s) Description/Inventory and Stand Management Recommendations" (item 3 below).
3. Forest Stand(s) Description/Inventory and Stand Management Recommendations -- Include a detailed description of various stands within the forestry unit. Each stand description should detail the acreage, species, age, size (tree diameter, basal area, heights), condition (quality and vigor), topography, soils and site index or productivity information. Stand-specific forest management practices needed to sustain productivity, health and vigor must be included with proposed timetable for implementation.
4. Regeneration-Harvest Methods and Dates--For each stand, establish a target timetable for harvest of crop trees, specifying the type of regeneration-harvest (clear cut, seed tree, shelter wood, or selection regeneration systems as applicable).
5. Regeneration Technique--Should include a sound proposed regeneration plan for each stand when harvest of final crop trees is done. Specify intent to naturally regenerate or plant trees.

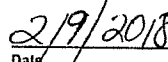
NOTE: Forest management plans can and should be updated as forest conditions significantly change (e.g. change in product class mix as the stand ages and grows, storm damage, insect or disease attack, timber harvest, thinning, wildfire). The county will audit plans periodically and, to remain eligible for use-value treatment, the plan must be implemented.

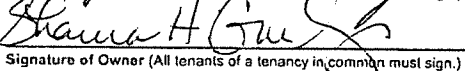
Part 4. Affirmation

AFFIRMATION OF APPLICANT - I (we) the undersigned declare under penalties of law that this application and any attachments hereto have been examined by me (us) and to the best of my (our) knowledge and belief are true and correct. In addition, I (we) fully understand that an ineligible transfer of the property or failure to keep the property actively engaged in commercial production under a sound management program will result in the loss of eligibility. I (we) fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

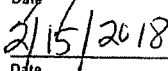

Signature of Owner (All tenants of a tenancy in common must sign.)

Title


Date


Signature of Owner (All tenants of a tenancy in common must sign.)

Title


Date

Signature of Owner (All tenants of a tenancy in common must sign.)

Title

Date

Part 5. Continued Use (Complete only if the property is currently in Present-Use Value and you are applying for immediate eligibility under the Continued Use exception. See G.S. 105-277.3(b2)(1) for full details.)

- I certify:
1. The property is currently in Present-Use Value.
 2. I intend to continue the current use of the land under which it currently qualifies.
 3. I understand I will be responsible for all deferred taxes due because of any disqualification.
 4. I ACCEPT FULL LIABILITY FOR ANY EXISTING DEFERRED TAXES.

Note: If the property is currently in Present-Use Value and liability is not accepted, the full amount of the deferred taxes will typically be due in the name of the grantor immediately. Liability need not be accepted and no deferred taxes are due for qualifying transfers pursuant to G.S. 105-277.3(b) and (b1). For example, liability does not need to be accepted for qualifying transfers to relatives. However, any deferred taxes existing at the time of transfer will remain a lien on the property. Owners already receiving Present-Use Value on properties not included in this application may wish to review the alternative provisions of G.S. 105-277.3(b2)(2).

Signature of Owner (All tenants of a tenancy in common must sign.)

Title

Date

Signature of Owner (All tenants of a tenancy in common must sign.)

Title

Date

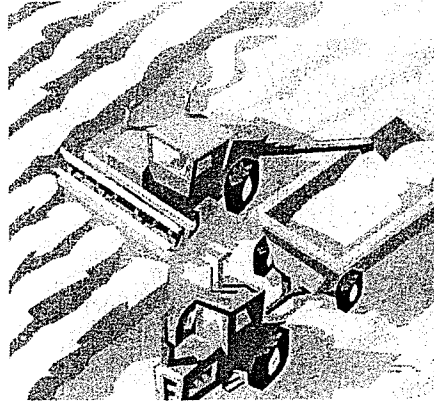
Signature of Owner (All tenants of a tenancy in common must sign.)

Title

Date

FOR OFFICE USE ONLY: ☐ APPROVED ☐ DENIED BY: _____ REASON FOR DENIAL: _____

M. D. Robinson Farms
PO Box 6188
Kinston, NC 28501
Phone: 252-939-1513
Fax= 252-939-3792
Mike PH= 252-521-4777



YEAR 2017

Steve Gurley
4893 Wise Fork RD
Dover, NC 28526

Shanna Gurley

CROPLAND AC
17.01 X 85 = \$1445.85

Thank You

Mike Robinson

EXHIBIT E

Low-Income Home Energy Assistance (LIEAP)

AUTHORIZATION NUMBER: 3

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	33,507.00	33,507.00	0.00	0.00	33,507.00	33,507.00
49	IREDELL	426,534.00	426,534.00	0.00	0.00	426,534.00	426,534.00
50	JACKSON	149,174.00	149,174.00	0.00	0.00	149,174.00	149,174.00
51	JOHNSTON	604,787.00	604,787.00	0.00	0.00	604,787.00	604,787.00
52	JONES	66,834.00	66,834.00	0.00	0.00	66,834.00	66,834.00
53	LEE	247,581.00	247,581.00	0.00	0.00	247,581.00	247,581.00
54	LENOIR	371,266.00	371,266.00	0.00	0.00	371,266.00	371,266.00
55	LINCOLN	237,091.00	237,091.00	0.00	0.00	237,091.00	237,091.00
56	MACON	133,230.00	133,230.00	0.00	0.00	133,230.00	133,230.00
57	MADISON	92,427.00	92,427.00	0.00	0.00	92,427.00	92,427.00
58	MARTIN	140,578.00	140,578.00	0.00	0.00	140,578.00	140,578.00
59	MCDOWELL	221,029.00	221,029.00	0.00	0.00	221,029.00	221,029.00
60	MECKLENBURG	2,175,514.00	2,175,514.00	0.00	0.00	2,175,514.00	2,175,514.00
61	MITCHELL	58,607.00	58,607.00	0.00	0.00	58,607.00	58,607.00
62	MONTGOMERY	111,567.00	111,567.00	0.00	0.00	111,567.00	111,567.00
63	MOORE	261,247.00	261,247.00	0.00	0.00	261,247.00	261,247.00
64	NASH	413,824.00	413,824.00	0.00	0.00	413,824.00	413,824.00
65	NEW HANOVER	742,485.00	742,485.00	0.00	0.00	742,485.00	742,485.00
66	NORTHAMPTON	192,654.00	192,654.00	0.00	0.00	192,654.00	192,654.00
67	ONSLow	567,953.00	567,953.00	0.00	0.00	567,953.00	567,953.00
68	ORANGE	341,411.00	341,411.00	0.00	0.00	341,411.00	341,411.00
69	PAMLICO	62,670.00	62,670.00	0.00	0.00	62,670.00	62,670.00
70	PASQUOTANK	177,396.00	177,396.00	0.00	0.00	177,396.00	177,396.00
71	PENDER	214,428.00	214,428.00	0.00	0.00	214,428.00	214,428.00
72	PERQUIMANS	58,174.00	58,174.00	0.00	0.00	58,174.00	58,174.00
73	PERSON	156,194.00	156,194.00	40,000.00	40,000.00	196,194.00	196,194.00
74	PITT	916,299.00	916,299.00	0.00	0.00	916,299.00	916,299.00
75	POLK	57,557.00	57,557.00	0.00	0.00	57,557.00	57,557.00
76	RANDOLPH	509,081.00	509,081.00	0.00	0.00	509,081.00	509,081.00
77	RICHMOND	351,970.00	351,970.00	0.00	0.00	351,970.00	351,970.00
78	ROBESON	1,028,308.00	1,028,308.00	0.00	0.00	1,028,308.00	1,028,308.00
79	ROCKINGHAM	378,483.00	378,483.00	0.00	0.00	378,483.00	378,483.00
80	ROWAN	524,394.00	524,394.00	0.00	0.00	524,394.00	524,394.00
81	RUTHERFORD	294,010.00	294,010.00	0.00	0.00	294,010.00	294,010.00
82	SAMPSON	339,889.00	339,889.00	0.00	0.00	339,889.00	339,889.00
83	SCOTLAND	256,449.00	256,449.00	0.00	0.00	256,449.00	256,449.00
84	STANLY	238,395.00	238,395.00	0.00	0.00	238,395.00	238,395.00
85	STOKES	149,602.00	149,602.00	0.00	0.00	149,602.00	149,602.00
86	SURRY	308,374.00	308,374.00	0.00	0.00	308,374.00	308,374.00
87	SWAIN	55,610.00	55,610.00	0.00	0.00	55,610.00	55,610.00
88	TRANSYLVANIA	111,663.00	111,663.00	0.00	0.00	111,663.00	111,663.00
89	TYRRELL	27,089.00	27,089.00	0.00	0.00	27,089.00	27,089.00
90	UNION	457,622.00	457,622.00	0.00	0.00	457,622.00	457,622.00
91	VANCE	456,451.00	456,451.00	0.00	0.00	456,451.00	456,451.00
92	WAKE	2,202,979.00	2,202,979.00	0.00	0.00	2,202,979.00	2,202,979.00
93	WARREN	137,492.00	137,492.00	0.00	0.00	137,492.00	137,492.00
94	WASHINGTON	91,096.00	91,096.00	0.00	0.00	91,096.00	91,096.00
95	WATAUGA	173,466.00	173,466.00	0.00	0.00	173,466.00	173,466.00
96	WAYNE	591,915.00	591,915.00	0.00	0.00	591,915.00	591,915.00
97	WILKES	295,851.00	295,851.00	0.00	0.00	295,851.00	295,851.00
98	WILSON	387,790.00	387,790.00	0.00	0.00	387,790.00	387,790.00
99	YADKIN	122,705.00	122,705.00	0.00	0.00	122,705.00	122,705.00
100	YANCEY	106,713.00	106,713.00	0.00	0.00	106,713.00	106,713.00
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	\$ 36,402,610.00	\$ 36,402,610.00	\$ -	\$ -	\$ 36,402,610.00	\$ 36,402,610.00

EXHIBIT F



North Carolina Department of Public Safety Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

STATE OF NORTH CAROLINA COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY

GRANT AGREEMENT

CBDG-DR PROJECT NUMBER: Jones County 17-R-3015

GRANTOR: NC DEPARTMENT OF COMMERCE ("Commerce" or "DOC"), an agency of the State of North Carolina ("State") AND NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY/DIVISION OF EMERGENCY MANAGEMENT ("NCEM" or "Subrecipient")

CONTRACT ADMINISTRATOR: North Carolina Department of Public Safety/NC Division of Emergency Management, Mike Sprayberry, Director NC Division of Emergency Management.

GRANT SUBRECIPIENT: JONES COUNTY, NORTH CAROLINA ("Sub-subrecipient")

Duns Number: 095116935

Federal Id Number: 56-6000312

CONTRACT EFFECTIVE DATE: February 1, 2018

CONTRACT EXPIRATION DATE: February 1, 2021

FINAL REIMBURSEMENT DATE: February 1, 2021

GRANT AMOUNT: \$1,000,000.00

AWARD DATE: NOVEMBER 20, 2017

MAILING ADDRESS:
4236 Mail Service Center
Raleigh NC 27699-4236

OFFICE
1636 Gold Star
Raleigh, NC 27607-



LOCATION:
Drive
3371

Telephone: (919) 825-2500
www.readync.org

www.ncdps.gov

Fax: (919) 825-2685

An Equal Opportunity Employer

THIS AGREEMENT (the "Agreement"), is made and entered into as of the Effective Date by and between Commerce and NCEM and Jones County, (collectively the "Parties").

WITNESSETH:

WHEREAS, on October 8-9, 2016, Hurricane Matthew hit central and eastern North Carolina including Jones County with record breaking rainfall that created 1,000 year flood events that devastated the people, infrastructure, businesses, and schools of entire communities; and

WHEREAS, certain buildings, facilities, personal items and equipment owned or rented by residents in the county were damaged by floodwaters associated with the severe weather associated with Hurricane Matthew (hereinafter collectively referred to as the "storm survivors"); and

WHEREAS, on October 9, 2016, an expedited major disaster declaration from the President of the United States, was granted on October 10, 2016 as FEMA-4285-DR-NC, allowing North Carolina to receive federal aid in the form of individual and public assistance for citizens and local governments; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has allocated Community Development Block Grant -- Disaster Recovery funds ("CDBG-DR") to the Department of Commerce under the Continuing Appropriations Act of 2017 (Public Law 114-254) for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster due to Hurricane Matthew;

WHEREAS, pursuant to the CDBG-DR Grant Program Federal Register Notice (82 Fed. Reg. 5591), published January 18, 2017, entitled *Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees*, the State has received an allocation of CDBG-DR funds from HUD in the amount of \$198,553,000;

WHEREAS, HUD requires that the State spend \$158.8 million of all CDBG-DR funds so allocated within the counties of Cumberland, Edgecombe, Robeson and Wayne Counties;

WHEREAS, HUD has unique statutory authority to delegate its environmental compliance responsibilities promulgated under 24 CFR 58 to the State, local, and tribal governments including obligations under Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470 *et seq*, the "Act") and its implementing regulations 36 CFR 800;

WHEREAS, the North Carolina Department of Commerce has assumed the role of Responsible Entity for the State of North Carolina (the "State") and makes assistance, including CDBG-DR, available to communities, its citizens, federally recognized tribes and other entities;

WHEREAS, North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-124) requiring the NC Department of Commerce to transfer to the North Carolina Division of Emergency Management all CDBG-DR program funds;

WHEREAS, the North Carolina Department of Commerce and the North Carolina Division of Emergency Management executed a sub recipient agreement on June 30, 2017 to carry out the requirements of S.L. 2016-124;

WHEREAS, the North Carolina Division of Emergency Management as the contract administrator is executing this grant agreement with the county of Jones to implement the approved CDBG-DR, Action Plan that was approved on August 7, 2017;

WHEREAS, the Parties desire to enter into this Agreement and intend to be bound by its terms.

NOW, THEREFORE, for and in consideration of the Grant, the mutual promises each to the other made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

Article I. GENERAL TERMS AND CONDITIONS OF AGREEMENT

Section 1.01 Grant Documents. The documents described below are hereinafter collectively referred to as the "Grant Documents." In the case of conflict between any of these documents, each shall have priority over all others in the order listed below. Upon execution and delivery of this Agreement, it and the other Grant Documents and items required hereunder will constitute a valid and binding agreement between the Parties, enforceable in accordance with the terms thereof. The Agreement constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements.

The Grant Documents consist of:

- a. This Agreement
- b. Exhibit A – Award Letter and Revised Term Sheet
- c. Exhibit B – Program Guidelines
- d. Exhibit C – Project Application
- e. Exhibit D – Project Schedule
- f. Exhibit E – Project Budget

Upon execution and delivery of the Agreement, and once Commerce and NCEM has encumbered the grant, and the Sub-subrecipient has received its counterpart original of the Agreement, fully executed and with all dates inserted where indicated on the cover sheet of the Agreement, then the Agreement will constitute a valid and binding agreement between the Parties, enforceable with the terms thereof.

Section 1.02 Parties For purposes of this grant agreement where the County "Sub-subrecipient" is required to submit documentation to Commerce and NCEM within this grant agreement, the sub-Subrecipient shall provide any documentation first to NCEM as contract administrator and the Subrecipient of the CDBG-DR funds from the NC Department of Commerce per the terms of the

agreement between the two agencies dated June 30, 2017 and NCEM will then provide the documentation to Commerce as the Responsible party to HUD.

Section 1.03 Purpose As required under 2 CFR 200 Subpart D § 331, the CDBG-DR grant will provide assistance that aids in the funding of disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization that is needed as a result of Hurricane Matthew, particularly for LMI residents. These services will help North Carolina's impacted towns, cities, and counties recover from this Presidentially-declared disaster and, as a result, will increase the functional status of these communities, allowing for greater financial and personal stability of individuals impacted by this disaster as described in Exhibit C.

B. National Objectives

All activities funded with CDBG-DR funds must meet one of the CDBG-DR program's national objectives: benefit low-and-moderate-income persons; aid in the prevention or elimination of slum or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208 and 4 NCAC 19L .1004.

Section 1.04 Contract and Reimbursement Period. The term for this grant agreement is three (3) years. The Sub-subrecipient shall commit one hundred percent (100%) of non-administrative Grant funds and provide documentation to NCEM of the commitments. All requests for reimbursement of funds for project activities other than continuing administrative costs must be made by the Payment Date. Commerce and NCEM's commitment to disburse Grant funds under this Agreement for non-administrative costs shall cease to disburse grant funds for remaining administrative costs shall cease on the Final Reimbursement Date.

It is the responsibility of the Sub-subrecipient to ensure that the Project is completed by the Expiration Date and that all reimbursements to be drawn down have been submitted to Commerce and NCEM by the Final Reimbursement Date. After the Expiration Date, any Grant monies remaining under this Agreement will no longer be available to the Sub-subrecipient except to pay proper drawdowns for funds committed by the Expiration Date. After the Payment Date, any Grant monies other than a pro rata portion of administrative funds will no longer be available to the Sub-subrecipient. **The burden is on the Sub-subrecipient to request any extensions under the Agreement if the Sub-subrecipient anticipates that the Project funds will not be committed by the Expiration Date or Commitment Dates as applicable.** Any requests for extensions must be made in a writing addressed to Commerce and NCEM, explaining why an extension is needed and proposing the requested new date. Commerce and NCEM must receive this request at least 60 days before the affected date. Commerce and NCEM, within its sole discretion, may or may not approve the extension, based on Project performance and other contributing factors. **Commerce and NCEM is not responsible for notifying the Sub-subrecipient of any approaching deadlines.**

No funds may be obligated or expended in any project activity except the administration activity until the Sub-subrecipient provides Commerce and NCEM with documentation of registration in the Central Contractor Registration (CCR) system. The CCR system may be accessed online at www.sam.gov.

Section 1.05 Notice; Contract Administrators. All notices, requests or other communications permitted or required to be made by the Subrecipient under this Agreement or the other Grant Documents shall be given to the respective Contract Administrator or their designee.

The Contract Administrator is:

Mike Sprayberry, Director NC Emergency Management
1636 Gold Star Drive
Durham, NC 27607

Notice shall be in writing, signed by the party giving such notice. Notice shall be deemed given three (3) business days following the date when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested.

Article II. COVENANTS AND DUTIES

Section 2.01 Commerce and NCEM's Duties. Subject to the appropriation, allocation, and availability to Commerce and NCEM of funds for the Project, Commerce and NCEM hereby agrees to pay the Grant funds to the Sub-subrecipient in accordance with the payment procedures set forth herein. The obligations of Commerce and NCEM to pay any amounts under this Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, the Sub-subrecipient agrees that Commerce and NCEM has the right to terminate this Agreement by giving 60 (sixty) days written notice specifying the Termination Date of the Agreement, which Commerce and NCEM shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Sub-subrecipient shall not expend any Grant funds without Commerce and NCEM's express written authorization and shall return all unspent Grant funds to Commerce and NCEM upon demand.

Section 2.01(a) Commerce and NCEM Assumption of Program Delivery. NCEM reserves the right to expedite and synchronize program delivery by assuming primary responsibility for steps in the CDBG-DR process including, but not limited to, eligibility and duplication of benefits as well as other activities.

Section 2.02 Sub-subrecipient's Duties. The Sub-subrecipient shall carry out the Project pursuant to the terms of this Contract and all applicable federal and State laws, executive orders, rules, notices, policies and regulations. Financial offerings funded under this Agreement shall be made consistent with the provisions of this Agreement. Commerce and NCEM may, in its sole discretion, amend the conditions placed on the financial offerings that may be funded under this agreement. Any such change must be in writing. In addition to the requirements outlined in Exhibit A and Exhibit B, the Sub-subrecipient shall ensure all contracts and subcontracts contain appropriate provisions to also meet applicable CDBG program requirements, including, but not limited to, the following:

- (a) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq).
- (b) The CDBG program requirements, laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570 and 04 NCAC 19L.
- (c) Environmental Review Procedures for the CDBG Program and the CDBG regulations contained in 24 CFR Part 58 and as further outlined in Exhibit B.
- (d) Conflict of Interest provisions, including but not limited to those found at N.C. Gen. Stat. § 14-234, 04 NCAC 19L.0914, 2 CFR 200.112, and 24 C.F.R. § 570.611. Certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by Department of Housing and Urban Development ("HUD") and/or Commerce and NCEM upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

Section 2.03 Labor Standards. In addition to the requirements outlined in Exhibit B, Sub-recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-DR programs, including but not limited to the rules set forth in 04 NCAC 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-DR projects):

- (a) **Davis-Bacon Act** (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG-DR funds.
- (b) **Contract Work Hours and Safety Standards Act** (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG-DR funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
- (c) **Fair Labor Standards Act** (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- (d) **Federal anti-kickback laws** (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Section 2.04 Architectural Barriers. Per 04 NCAC 19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-DR Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

- (a) **Architectural Barriers Act of 1968** (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG-DR funds are readily accessible to the physically handicapped.
- (b) **Minimum Guidelines and Requirements for Accessible Design** 36 C.F.R. Part 1190.
- (c) **Americans with Disabilities Act** ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
- (d) **North Carolina Building Code, Volume I, Chapter II-X**. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

Section 2.05 Environmental Review. Recipients of CDBG-DR funds are required to comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) found at 24 CFR Part 58 and complete an Environmental Review Record (ERR). Commerce and NCEM may also require additional environmental reviews for project that receive these funds.

Section 2.06 Floodplain. The projects shall follow the following flood coverage requirements 24 CFR 570.202(b)(7)(iii), 24 CFR 570.509(c)(4)(iv), 24 CFR 570.605 and 42 U.S.C 4106, Section 202. In addition to the requirements outlined in Exhibit B, if the project occurs in the following floodplain zones:

- (a) **If the project occurs in a Coastal High Hazard Area (V Zone) or a floodway**, federal assistance may not be used at this location if the project is a critical action pursuant to 24 CFR 55.1(c) and 55 Subpart B except as provided therein. For projects allowed under 24 CFR 55.1(c) and 55 Subpart B, the eight-step process shall be followed pursuant to 24 CFR 55.20.
- (b) **If the project occurs in a 100-year floodplain (A Zone)**, the 8-Step Process is required as provided for in 40 CFR 55.20 or as reduced to the **5-Step Process** pursuant to 40 CFR 55.12(a), unless an exception is applicable pursuant to 40 CFR 55.12(b).
- (c) **If the project occurs in a 500-year floodplain (B Zone or shaded X Zone)**, the 8-Step Process is required for critical actions as provided for in 40 CFR 55.20 or as reduced to the **5-Step Process** pursuant to 40 CFR 55.12(a), unless an exception is applicable pursuant to 40 CFR 55.12(b).

Section 2.07 Sub-Subrecipient Agreements. Sub-subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract made to effectuate this Agreement, including contracts. Sub-subrecipient shall ensure compliance with all applicable laws, rules, regulations and requirements for all expenditures of Grant funds, including (without limitation) and Grant funds sub-granted by the Sub-subrecipient.

Section 2.08 Supplemental Conditions. Sub-subrecipient shall include any Supplemental Conditions in any contract entered into under this Agreement.

Section 2.09 Contract and Subcontract Provisions. Sub-subrecipient will include the provisions of Exhibit B, from this Agreement in every subsequent agreement, contract, subcontract, or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients, contractors, or subcontractors.

Section 2.10 "Section 3" Provisions. The Sub-subrecipient will take appropriate action pursuant to the subsequent agreement upon finding that any Recipient, contractor or subcontractor is in violation of regulations issued by the grantor agency. The Sub-subrecipient will not contract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any agreement be awarded unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. The Sub-subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all agreements executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Section 2.11 Lobbying Provisions. The Sub-subrecipient hereby certifies the following and that it will require that the following language shall be included in the agreements for all subawards at all tiers (including contracts, subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all agreement parties shall certify and disclose accordingly:

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

Section 2.12 Reporting Requirements. The Sub-subrecipient shall submit progress reports monthly in the format prescribed by Commerce and NCEM and shall continue to make such reports until all closeout requirements under this Agreement are met. Report forms shall be provided by Commerce and NCEM, subject to any future modifications as necessary to meet programmatic requirements, in the sole discretion of Commerce and NCEM.

Section 2.13 Site Access. The Sub-subrecipient and any Recipient shall permit representatives of Commerce and NCEM to visit any premises of the Sub-subrecipient to examine Project activities of the Sub-subrecipient or any Recipient pursuant to the Grant, including but not limited to Project funded property improvements, fixtures, equipment and materials, loan documents, books and

records in any way related to the Grant or the Project. The Sub-subrecipient shall secure this right to Commerce and NCEM in any agreement entered into pursuant to the Project.

Section 2.14 Recordkeeping Requirements. Sub-subrecipient will maintain any and all records and comply with all responsibilities as required under CDBG-DR recordkeeping, but not limited to the specifications of (1) 2 CFR 200.333- 200.337; (2) 24 CFR 570.506; (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement; (4) all State Public Records laws, (5) 19 NCAC 19L.0911 ("Recordkeeping"), as well as any additional records required by Grantee. Such records shall include but not be limited to:

- a. Records providing full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program, as modified by the HUD Notices;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

Section 2.15 Project Audits. In addition to the provisions of Exhibit B Sub-subrecipient agrees that the State, HUD, and the Comptroller General of the United States or any of their authorized representatives have the right to audit the books and records of the Sub-subrecipient pertaining to this Agreement both during performance and for five (5) years after the completion or termination of this Agreement and all contracts or until all audit exceptions, if any, have been resolved, whichever is longer. The Sub-subrecipient shall retain complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature of all costs incurred under this Agreement, for that same period of time. The Sub-subrecipient agrees to make available at all reasonable times to the auditing agency all underwriting documents, and accurate books and records of all expenditures for costs applicable to this Agreement, which will facilitate the audit of the Sub-subrecipient's records.

The Sub-subrecipient hereby agrees to have an annual agency audit conducted in accordance with current policy concerning Sub-subrecipient audits and 2 CFR 200 Subpart F.

Section 2.16 Access to Records. The Sub-subrecipient shall provide any duly authorized representative of Commerce and NCEM, the State of North Carolina, The North Carolina State Auditor, the North Carolina Office of State Budget and Management, HUD, and the Comptroller

General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all closeout procedures. All original files shall be maintained at the Sub-subrecipient's offices for access purposes.

Section 2.17 Release of Personal Financial and Identifying Information. To ensure and document compliance with CDBG-DR income requirements as well as other matters, Sub-subrecipient shall obtain and retain personal, income-related, financial, tax and/or related information from companies, individuals and families that are benefitting from Grant or Program funds. Additionally, Sub-subrecipient is obligated to provide access to any and all information relating to the Program to Commerce and NCEM, HUD or other appropriate federal or state monitoring entity, upon Commerce and NCEM's request. This obligation includes, but is not limited to, the personal, financial and identifying information of individuals assisted by the Program. As such, Sub-subrecipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including Commerce and NCEM and HUD, without issue or objection by the individual or entity.

Section 2.17 Procurement.

(a.) Compliance (OMB Standards)

The Sub-subrecipient shall comply with current policy concerning the purchase of equipment, materials, property, or services in accordance with the requirements of 2 CFR 200, and all State procurement standards, as applicable, including the need to properly assess lease versus purchase alternatives. Sub-subrecipient shall also maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

(b.) Supplemental Conditions

Sub-subrecipient shall include Commerce and NCEM Supplemental Conditions in any contract entered into under this Agreement. Sub-subrecipient shall also require all contractors to flowdown Supplemental Conditions to all subcontractors as well as the requirement to flowdown to all lower-tiered subcontractors. These Supplemental Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements, standard clauses for contracts with Grantee and required diversity forms.

(c.) Records

Sub-subrecipient shall maintain all records required by the Federal regulations specified in (1) 2 CFR 200.33, (2) 24 CFR 570.506; (3) the applicable HUD Notices, and (4) N.C. Gen. Stat. Chapter § 132.

(d.) Travel

Travel costs, including travel for training purposes, are not allowed unless pre-authorized by the Commerce and NCEM. In the event that Commerce and NCEM authorizes travel, Sub-subrecipient shall comply with HUD's Travel Regulations. Sub-subrecipient shall

obtain prior written approval from Commerce and NCEM for any travel to out-of-service area assignments.

Article III. REPRESENTATIONS AND WARRANTIES

Section 3.01 Sub-subrecipient's Representations and Warranties. In order to induce Commerce and NCEM to enter into this Agreement and to make the Grant as herein provided, the Sub-subrecipient after reasonable inquiry makes the following representations, warranties and covenants, which shall remain in effect after the execution and delivery of this Agreement and any other documents required hereunder, any inspection or examinations at any time made by or on behalf of Commerce and NCEM, and the completion of the Project by the Sub-subrecipient:

- (a) **No Actions.** There are no actions, suits, or proceedings pending, or to the knowledge of the Sub-subrecipient, threatened, against or affecting the Sub-subrecipient before any court, arbitrator, or governmental or administrative body or agency which might affect the Sub-subrecipient's ability to observe and perform its obligations under this Agreement.
- (b) **Validity of Grant Documents.** Upon execution and delivery of items required hereunder, this Agreement and the other grant documents and items required hereunder will be valid and binding agreements, enforceable in accordance with the terms thereof. If, at any time the Sub-subrecipient becomes aware of any facts, information, statements, occurrences or events that render any of the representations or warranties contained herein materially untrue, misleading or incomplete, the Company shall immediately notify Commerce and NCEM in writing of such facts, information, statements, occurrences or events.
- (c) **False or Misleading Information.** Recipient is advised that providing false, fictitious or misleading information with respect to CDBG-DR funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to Commerce and NCEM and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG-DR funds.
- (d) **Compliance with Laws.** Sub-subrecipient shall comply with all federal, state and local laws and regulations that are applicable to performance of the Project. The Sub-subrecipient agrees to ensure Project participants, including but not limited to Recipients, shall comply in the same manner.

Section 3.02 Compliance by Others. The Sub-subrecipient shall be responsible for compliance with the terms of this Agreement, and shall require and be responsible for the same compliance of its Sub-Subrecipients, including but not limited to its Recipients, to which funds or obligations are

transferred, delegated or assigned pursuant to this Agreement. Delegation by the Sub-subrecipient of any duty or obligation hereunder does not relieve the Sub-subrecipient of any duty or obligation created hereunder. Failure by such Sub-Subrecipient to comply with the terms of this Agreement shall be deemed failure by the Sub-subrecipient to comply with the terms of this Agreement.

Section 3.03 Signature Warranty. Each individual signing below warrants that he or she is duly authorized to sign this Contract for the respective party, and to bind said party to the terms and conditions of this Agreement.

Article IV. REIMBURSEMENT, TERMINATION AND DEFAULT

Section 4.01 Reimbursement in the Discretion of Commerce and NCEM. In the event that the Sub-subrecipient, or any other recipient of funds under this Agreement fails to meet any of the requirements outlined in this Agreement, including, but not limited to failure to meet the Objectives as outlined in Exhibits A and B, Commerce and NCEM may, in its sole discretion, require repayment from the Subrecipient of up to the full amount of the Grant.

Section 4.02 Termination by Mutual Consent. The Parties may terminate this Contract by mutual written consent with 60 days prior written notice to the Parties, or as otherwise provided by law.

Section 4.03 Events of Default. The happening of any of the following, after the expiration of any applicable cure period without the cure thereof, shall constitute an event of default ("Event(s) of Default") by the Sub-subrecipient of its obligations to Commerce and NCEM, and shall entitle Commerce and NCEM to exercise all rights and remedies under this Agreement and as otherwise available at law or equity:

- (a) **Default in Performance.** The default by the Sub-subrecipient or a subsequent Recipient in the observance or performance of any of the terms, conditions or covenants of this Agreement.
- (b) **Misrepresentation.** If any representation or warranty made by the Subrecipient in connection with the Grant or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
- (c) **Abandonment of the Project.** If Sub-subrecipient abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

Section 4.04 Commerce and NCEM's Additional Rights and Remedies. In addition to the other remedies set forth in this Agreement, if an Event of Default shall occur, Commerce and NCEM shall have the following rights and remedies, all of which are exercisable at Commerce and NCEM's sole discretion, and are cumulative, concurrent and independent rights:

- (a) **Project Termination.** If an Event of Default occurs, Commerce and NCEM may, at its discretion suspend, reduce and/or terminate all obligations of Commerce and NCEM hereunder.
- (b) **Additional Remedies.** If an Event of Default occurs, Commerce and NCEM shall have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Project by any acts which may be unlawful or in violation of this Agreement or any other item or document required hereunder; (b) to compel specific performance of any of Subrecipient's obligations under this Agreement; (c) to obtain return of all Grant Funds, including equipment if applicable; and (d) to seek damages from any appropriate person or entity. Commerce and NCEM shall be under no obligation to complete the Project.

Section 4.05 Nonwaiver. No delay, forbearance, waiver, or omission of Commerce and NCEM to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Commerce and NCEM may be exercised from time to time and as often as may be deemed expedient by Commerce and NCEM.

Article V. MISCELLANEOUS TERMS AND CONDITIONS

Section 5.01 Deobligation of Unused Funds. When project costs are less than the grant award amount, excess award funds shall be deobligated back to Commerce and NCEM. Administration funds shall be deobligated in proportion to the amount of program funds being deobligated to Commerce and NCEM.

Section 5.02 Complaints and Grievance procedures for Compliance Plans. Subrecipient must address complaints to the North Carolina Department of Commerce and NCEM.

Section 5.03 Modification. This Agreement may be rescinded, modified or amended only by written agreement executed by all parties hereto.

Section 5.04 Benefit. This Agreement is made and entered into for the sole protection and benefit of Commerce and NCEM, the State and the Sub-subrecipient, and their respective successors and assigns, subject always to the provisions of the Agreement. Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Commerce and NCEM, the State and the Sub-subrecipient and their respective successors and assigns. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, other than as expressly provided in this Agreement. It is the express intention the Parties and their respective successors and assigns that any such person or entity, other than the State, Commerce and NCEM, and the Sub-subrecipient, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

Section 5.05 Further Assurance. In connection with and after the disbursement of Grant funds under this Agreement, upon the reasonable request of Commerce and NCEM, the Subrecipient shall execute, acknowledge and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by Commerce and NCEM or otherwise appropriate to carry out and effectuate the Grant as contemplated by this Agreement.

Section 5.06 Independent Status of the Parties. The Parties are independent entities and neither this Agreement nor any provision of it or any of the Grant Documents shall be deemed to create a partnership or joint venture between the Parties. Further, neither the Agreement nor any of the Grant Documents shall in any way be interpreted or construed as making the Subrecipient, its agents or employees, agents or representatives of Commerce and NCEM. The Subrecipient is and shall be an independent contractor in the performance of this Agreement and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. In no event shall Commerce and NCEM be liable for debts or claims accruing or arising against the Subrecipient. The Subrecipient represents that it has, or shall secure at its own expense, all personnel required in the performance of this Contract. Such employees shall not be employees of, nor have any individual contractual relationship with, Commerce and NCEM.

Section 5.07 Indemnity. The Subrecipient agrees, to the fullest extent permitted by law, to release, defend, protect, indemnify and hold harmless the State, Commerce and NCEM, its employees and agents against claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of: (a) damages or injuries to persons or property caused by the negligent acts or omissions of Subrecipient, its employees, or agents in use or management of the Project or Property; (b) use or presence of any hazardous substance, waste or other regulated material in, under or on the Property; and (c) for any claims, whether brought in contract, tort, or otherwise, arising out of this Agreement. The obligations under this paragraph are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Grant funds, as well as any termination of this Agreement.

Section 5.08 Close-outs. The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Close-out activities and requirements are subject to (1) 04

NCAC 19L.0913, (2) 2 CFR 200.343 and 2 CFR 200.344, as applicable; (3) 24 CFR 570.502 and 570.509, as applicable, 24 CFR Part 570 except where waivers and alternative requirements were granted to grantees in Notices published in the *Federal Register*, and (4) relevant State and HUD Notices. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program Income.

Section 5.09 Binding Effect, Contract Not Assignable. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto; provided, however, that the Subrecipient may not assign this Agreement or any of its rights, interests, duties or obligations hereunder or any Grant proceeds or other moneys to be advanced hereunder in whole or in part unless expressly allowed under this Agreement, without the prior written consent of Commerce and NCEM, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without said consent shall be void.

Section 5.10 Savings Clause. Invalidation of any one or more of the provisions of this Agreement, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.

Section 5.11 Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Agreement.

Section 5.12 Survival. Where any representations, warranties, covenants, indemnities or other provisions contained in this Agreement by its context or otherwise, evidences the intent of the parties that such provisions should survive the termination of this Agreement or any Closing, the provisions shall survive any termination or Closing.

Section 5.13 Incorporation of Exhibits. All exhibits attached to this Contract are fully incorporated as if set forth herein.

Section 5.14 Entire Contract. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.

Section 5.15 Headings. The headings of the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand the express provisions of this Agreement.

EXHIBIT A

Award Letter and Term Sheet

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EXHIBIT B

PROGRAM GUIDELINES

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EXHIBIT C

PROJECT APPLICATION

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EXHIBIT D

PROJECT SCHEDULE:

Project Description:

Conditions: The following schedule must be followed, or funds will be forfeited. Times indicated for each activity are considered to be maximum times allowable.

Milestone	Date
<u>Compliance Plans</u>	
Adopted Equal Opportunity and Procurement Plan	4/1/2018
Adopted Section 3 Plan (Local Economic Benefit for Low and Very Low-Income Persons)	4/1/2018
Adopted Language Access Plan	4/1/2018
Section 504 Self-Evaluation and Adopted Grievance Procedure.	4/1/2018
Adopted Residential Anti-Displacement and Relocation Assistance Plan	4/1/2018
Adopted Citizen Participation plan	4/1/2018
Excessive Force Provision	4/1/2018
Adopted Fair Housing Plan	4/1/2018
Floodplain Certification	4/1/2018

Schedule: [from Notice of Intent to Fund]

1. **Commitment Date: January 1, 2020.** Commit in writing and submit to Commerce and NCEM certification by this date planned use of funding in Exhibit A minus any Administrative costs. Failure to commit funds by this date will result in withdrawal of any remaining grant funds, unless Commerce and NCEM in its sole discretion has found the Sub-subrecipient had good cause for such failure and Commerce and NCEM has set a date by which the Sub-subrecipient must take action. Any funds not obligated by the Commitment Date will be deobligated and no longer available to the Sub-subrecipient.
2. **Payment Date: February 1, 2020.** The Sub-subrecipient must have entered into Contracts for obligated funds by this date and Commerce and NCEM must receive the all payment requests for funds by this date. Commerce and NCEM will not accept or process for payment any request for payment received after this date, other than ongoing Administrative costs. Commerce and NCEM may in it's sole discretion extend this date upon written request of the Sub-subrecipient. Commerce and NCEM will not reimburse the Sub-subrecipient for applications received after the Commitment Date.
3. **Contract Expiration Date: February 1, 2021.** Complete the Project Scope of Work and submit final reports as required under this Agreement and any additional reports as required by Commerce and NCEM by this date. Commerce and NCEM will not reimburse the Subrecipient for Project funds dispersed after this date.
4. **Final Reimbursement Date: February 1, 2021.** Commerce and NCEM must receive the Final Request for Payment for the Project by this date. Commerce and NCEM will not accept or process for payment any request for payment received after this date. Commerce and NCEM will not reimburse the Sub-subrecipient for costs incurred after the Contract Expiration Date.

EXHIBIT E

PROJECT BUDGET, DISTRIBUTION OF FUNDS, AND REFUNDS

CDBG-DR Project No. 17-R-3015

1. Project Budget

- a. To obtain payment, the Subrecipient must submit itemized documentation substantiating direct costs incurred in the implementing the project.

i) Funder	Type of funding & Status of Funding	Matching Funds (Where applicable)	Percent
CDBG-DR	Grant		
Local – specify	Bonds, reserves, in-kind etc.		
Other public funding source(s) – specify	SRF, state grants, Golden Leaf, ARC, etc.		
ii) Total			

2. Disbursement of Grant Funds.

- a. No funds may be obligated or expended in any project activity except for the administration activity in the project until the recipient has complied with the Environmental Review Procedures for the CDBG Program and the CDBG environmental regulations contained in 24 CFR Part 58.
- b. No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the authorized representative stating that the contract will be administered internally.
- c. Request for Release of Funds.
- i. Any release of funds request, other than administrative costs, must be accompanied by a request and any supporting materials as requested by Commerce and NCEM. Commerce and NCEM may, in its sole discretion, request additional documentation before approving any release of funds. Commerce and NCEM will approve each request individually and the Subrecipient must receive the written approval of Commerce and NCEM before entering into any Contract.

- d. Requests for Reimbursement. Disbursement of Grant funds for the Project shall be made by no less than monthly reimbursement of Subrecipient's expenditures on the Project as set forth in Exhibits C and D. To obtain reimbursement, the Subrecipient shall submit to Commerce and NCEM the following documentation:
 - i. A completed and signed Payment Request form, accompanied by appropriate itemized documentation supporting all expenses claimed and that clearly identifies each expenditure of grant funds for which reimbursement is claimed along with verification of matching Subrecipient funds as necessary. The supporting documentation must be organized in a manner that clearly relates the expenses shown in the supporting documentation to the line items shown in the Payment Request.
 - ii. Any request for reimbursement that does not clearly identify each expenditure and relate each expenditure to the line items shown on the request will not be processed, and will be returned to the Subrecipient for correction and re-submittal. **The Subrecipient shall identify any sales tax for which reimbursement has been or will be obtained from the State Department of Revenue, and such monies shall not be reimbursed.**
 - e. Reimbursement Based on Progress. The Subrecipient agrees to proceed with diligence to accomplish the Project according to the schedule set out in the Agreement and shall show appropriate progress prior to each reimbursement. Reimbursement may be withheld or delayed if Subrecipient fails to make progress on the Project satisfactory to Commerce and NCEM. Amounts withheld shall be reimbursed with subsequent reimbursements in the event that Subrecipient is able to demonstrate an ability to resume satisfactory progress toward completion of the Project.
 - f. No Excess Costs. The Commerce and NCEM agrees to pay or reimburse the Subrecipient only for costs actually incurred by the Subrecipient that do not exceed the funds budgeted for the Project shown on Exhibits A and E.
3. Costs of Project Administration. The Sub-subrecipient's requests for such reimbursement shall be made under the Project Administration line item of the reimbursement form and shall conform with the following:
- a. Costs allowable under the Project Administration line item shall be only costs of labor needed to comply with the general conditions of the Agreement (e.g., progress reports, the environmental review, compliance activities, payment requests, preparing the project final report, revisions to the Agreement). Allowable Project Administration labor costs may include any of the following: (a) pay to the Subrecipient's payroll employees, plus the Subrecipient's cost of paying benefits on such pay (usually employees' pay times an audited or auditable benefits multiplier); (b) pay to contract employees of the Subrecipient (e.g., temporary office support), payable at the Subrecipient's actual cost, without application of a benefits multiplier; and/or (c) cost of professional services labor

contracted by the Subrecipient (e.g., engineering firm or consultant), payable at the Subrecipient's actual cost for that labor.

- b. Costs of any other work described in the Project Scope of Work in Exhibit E are not allowable under the Project Administration line item.
4. Period for Incurring Reimbursable Expenditures. The Commerce and NCEM will reimburse the Subrecipient only for allowable Project expenditures that are incurred by the Subrecipient or the Subrecipient's consultants, contractors, or vendors during the period between the Award Date and the Expiration Date of the Agreement. The Commerce and NCEM will not reimburse the Subrecipient for Project expenditures that are not incurred during this period.
5. Program Income, Refunds, Reversion of Unexpended Funds, and Reduction of the Grant based on Qualified Made less than Budgeted Cost.
- a. Program Income. Sub-subrecipients shall be allowed to use Program Income on eligible projects, subject to approval from Commerce and NCEM. Program income is generally defined as gross income received by the Sub-subrecipient directly generated from CDBG-DR funds, though a more specific definition can be found at 24 C.F.R. § 570.500.
 - b. Refunds. The Sub-subrecipient shall repay to Commerce and NCEM any compensation it has received that exceeds the payment to which it is entitled herein, including any interest earned on funds reimbursed pursuant to the Agreement. The Sub-subrecipient shall repay to Commerce and NCEM administration funds in proportion to the program funds being repaid.
 - c. Reversion of Unexpended Funds. Any unexpended Grant monies shall revert to the CDBG-DR upon termination of the Agreement. The Sub-subrecipient shall repay to Commerce and NCEM administration funds in proportion to the program funds being repaid.
 - d. Reduction of the Grant made less than projected amounts. Commerce and NCEM may reduce the Grant amount if the Sub-subrecipient expects actual expenses are less than budgeted.
 - e. Reimbursement to Commerce and NCEM for Improper Expenditures. In the sole discretion of Commerce and NCEM, Sub-subrecipient will reimburse Commerce and NCEM for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services should include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to Commerce and NCEM.

IN WITNESS WHEREOF, the Sub-subrecipient and Commerce and NCEM have executed this Agreement in two originals as of the Effective Date. One original shall be retained by each Party. If there is any controversy among the documents, the document on file in Commerce and NCEM's office shall control.

Michael A. Sprayberry, Director
North Carolina Emergency Management



Title: Chairperson

Jones County, North Carolina

Erik A. Hooks
Secretary
North Carolina Department of Public Safety

George Sherrill, Chief of Staff
North Carolina Department of Commerce

APPROVED AS TO PROCEDURES

William Polk, Assistant General Counsel
Reviewed for the Department Of Public Safety, by William Polk, DPS Assistant General Counsel

James J. Cherokee, Controller
North Carolina Department of Public Safety

EXHIBIT G

Budget Amendment

Date: 3/19/2018

Fund: General Fund

Fiscal Year: 2017-2018 Amendment #15

Decrease Expenditures

Administration	Capital Under \$5000	11-4120-5500-00	3,885.00
DSS	Legal Fees - Retainer	11-5310-5190-00 ²	3,534.00
Total Increase in Revenue			7,419.00

Increase Expenditures

Governing Body	Capital Under \$5000	11-4110-5500-00	2,340.00
Facility Fees	Capital Under \$5000	11-4160-5500-00	1,545.00
Sr Services	Capital Under \$5000	11-5860-5500-00	231.00
Sr Services	Contract Svcs-HVAC	11-5860-5440-36	894.00
Sr Services	Contract Maintenance	11-5860-5440-00	582.00
Sr Services	Telephone	11-5860-5321-00	1,000.00
Sr Services	Mileage	11-5860-5311-00	300.00
Sr Services	Supplies - Office	11-5860-5260-00	527.00
Total Increase in Expenditures			7,419.00


Chairman


County Manager


Clerk to the Board


Finance Officer

Budget Amendment

Date: 3/19/2018

Fund: General Fund

Fiscal Year: 2017-2018 Amendment #16

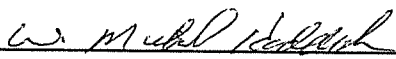
Decrease Expenditures

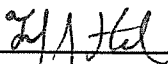
Legal	Legal Fees - Other	11-4150-5192-01	42,550.00
Total Increase in Revenue			42,550.00

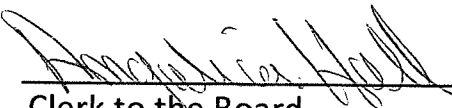
Increase Expenditures


Governing Body	Board Member Salary	11-4110-5170-00	520.00
Governing Body	FICA	11-4110-5181-00	210.00
Facility Fees	Salaries	11-4160-5121-00	1,225.00
Facility Fees	FICA	11-4160-5181-00	175.00
Facility Fees	Retirement	11-4160-5182-00	165.00
Facility Fees	Law Enforcement Retirement	11-4160-5184-00	250.00
Board of Elections	Salaries	11-4170-5121-00	500.00
Board of Elections	Retirement	11-4170-5182-00	50.00
Register of Deeds	Salaries	11-4180-5121-00	750.00
Register of Deeds	Retirement	11-4180-5182-00	50.00
Register of Deeds	Supplemental Retirement	11-4180-5189-00	100.00
Public Buildings	Salaries	11-4260-5121-00	280.00
Public Buildings	Retirement	11-4260-5182-00	25.00
Housekeeping	Salaries	11-4261-5121-00	525.00
Housekeeping	FICA	11-4261-5181-00	100.00
Housekeeping	Retirement	11-4261-5182-00	200.00
Sheriff	Salaries	11-4310-5121-00	26,550.00
Sheriff	FICA	11-4310-5181-00	500.00
Sheriff	LEO 401K Separation Allow	11-4310-5133-00	1,625.00
Sheriff	Retirement	11-4310-5182-00	165.00
Sheriff	Law Enforcement Retirement	11-4310-5184-00	3,300.00
Building Inspections	Salaries	11-4330-5121-00	500.00
Building Inspections	FICA	11-4330-5181-00	1,500.00
Building Inspections	Retirement	11-4330-5182-00	75.00
Soil & Water	Salaries	11-4960-5121-00	1,100.00
Soil & Water	Retirement	11-4960-5182-00	75.00
TB Program	Salaries	11-5120-5121-00	25.00
TB Program	Retirement	11-5120-5182-00	5.00
Immunization Action Plan	Salaries	11-5121-5121-00	45.00

Immunization Action Plan	Retirement	11-5121-5182-00	8.00
Healthy Communities	Retirement	11-5151-5182-00	45.00
NC Wisewoman	Salaries	11-5155-5121-00	175.00
NC Wisewoman	FICA	11-5155-5181-00	8.00
NC Wisewoman	Retirement	11-5155-5182-00	18.00
Maternal Health	Salaries	11-5160-5121-00	8.00
Child Health	Salaries	11-5161-5121-00	150.00
Child Health	Retirement	11-5161-5182-00	18.00
Family Planning	Salaries	11-5164-5121-00	32.00
Family Planning	Retirement	11-5164-5182-00	5.00
Pregnancy Care Management	Salaries	11-5165-5121-00	280.00
Pregnancy Care Management	Retirement	11-5165-5182-00	43.00
WIC Program	Salaries	11-5167-5121-00	785.00
WIC Program	Retirement	11-5167-5182-00	75.00
Diabetes Program	Salaries	11-5176-5121-00	105.00
Diabetes Program	Retirement	11-5176-5182-00	12.00
Bioterrorism/PHP&R	Salaries	11-5189-5121-00	15.00
Bioterrorism/PHP&R	Retirement	11-5189-5182-00	5.00
HIV/STD Program	Salaries	11-5190-5121-00	35.00
Communicable Diseases	Salaries	11-5191-5121-00	75.00
Communicable Diseases	Retirement	11-5191-5182-00	8.00
Senior Services	Salaries	11-5860-5121-00	55.00
Total Increase in Expenditures			42,550.00


Chairman


County Manager


Clerk to the Board


Finance Officer

Budget Amendment

Date: 3/19/2018

Fund: General Fund


Fiscal Year: 2017-2018 Amendment #17

Increase Revenue

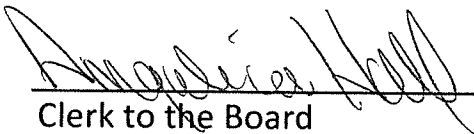
Restricted DSS	Welfare Administration	11-0212-4531-00	10,000.00
Total Increase in Revenue			10,000.00

Increase Expenditures

LIEAP Program	LIEAP Payments	11-5481-5298-10	10,000.00
Total Increase in Expenditures			10,000.00


Chairman


County Manager


Clerk to the Board


Finance Officer

Budget Amendment

Date: 3/19/2018

Fund: Water Fund


Fiscal Year: 2017-2018 Amendment #18

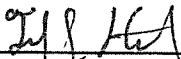
Decrease Expenditures

Water Admin	Salaries	60-7110-5121-00	3,250.00
Water Admin	FICA	60-7110-5181-00	400.00
Water Admin	Retirement	60-7110-5182-00	200.00
Total Increase in Revenue			3,850.00


Increase Expenditures

Raw Water	Salaries	60-7130-5121-00	3,400.00
Raw Water	Retirement	60-7130-5182-00	450.00
Total Increase in Expenditures			3,850.00


Chairman


County Manager


Clerk to the Board


Finance Officer

Budget Amendment

Date: 3/19/2018

Fund: CDBG-DR

Fiscal Year: 2017-2018

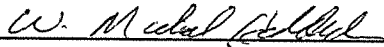
Amendment #19

Increase Revenue

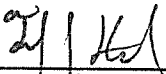
CDBG-DR	CDBG-DR	28-0214-4904-06	1,000,000.00
Total Increase in Revenue			1,000,000.00

Increase Expenditures

CDBG-DR	Rehabilitation	28-8167-5912-04	300,000.00
CDBG-DR	Reconstruction	28-8167-5912-24	600,000.00
CDBG-DR	Relocation	28-8167-5912-08	40,000.00
CDBG-DR	Flood Insurance Assistance	28-8167-5912-29	10,000.00
CDBG-DR	Administration	28-8167-5912-05	50,000.00
Total Increase in Expenditures			1,000,000.00



Chairman



County Manager



Clerk to the Board



Finance Officer

EXHIBIT H



Morton Trucking, Inc.
121 Garnet Lane
Jacksonville NC 28546
Ph (910)346-9068 Fax (910)346-1895

PROPOSAL/CONTRACT

TO: PAUL INGRAM

EMAIL: PINGRAM@JONESCOUNTYNC.GOV

Date: 3/6/2018

Job Description: TRENTON LIBRARY

ITEM #	QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
OPTION 1					
	50	TN	11/2" ASPHALT		\$5,355.00
	133	TN	ABC		\$4,256.00
			GRADING		\$3,000.00
			Total Estimated Cost:		\$12,611.00
OPTION 2					
	70	TN	2" ASPHALT		\$7,350.00
	133	TN	ABC		4,256.00
			GRADING		3,000.00
			Total Estimated Cost:		14,606.00

Note: Price does not include: Payment or Performance Bonds, Seeding, Staking, Layout or Surveying, Testing, Prime Coat, Undercutting, Herbicide, Striping or Backfilling.

+ 1500.00 - Striping

~~Owner/Contractor is responsible for providing a firm and unyielding stone base, balanced and graded to within +/- 0.1 feet of planned subgrade elevation. No import or export of subgrade/base materials is included. Morton Trucking, Inc. does not accept responsibility for poor drainage, standing water, ponding water or "bird baths" on areas that have less than 0.5% grade or inadequate storm drainage design.~~ BCR

Unless Morton Trucking, Inc. explicitly agrees to otherwise, this is a unit price quote. This quote expires in 30 days. It is the sole option of Morton Trucking, Inc. to accept any agreement or contract reflecting the above prices and/or quantities after 30 days from the quote date listed above.

Owner/Contractor _____ Date _____

ANDREW RHODES _____ Date _____
Morton Trucking, Inc.

EXHIBIT I

Rick Bostic

PROPOSALS OF DEMOLITION/CLEARANCE OF STRUCTURES

WORK DESCRIPTION:

Owner
Jones County NC

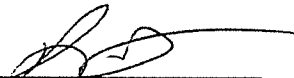
Address
123 Francksfeild Road

Completely demolish and remove the structures from the property. Remove all debris/garbage on site. Grade site, clean and level. Haul in sufficient fill dirt to cover holes and disturbed area and to provide positive drainage. Septic tank to be abandon, including pumping out all liquids and contents, crush lid and fill in tank. Cost of dirt to be included in lump-sum proposal. Proposal to be turnkey and to include all costs of disposal, including tipping fees to County landfill, labor, materials, permits, insurance, etc. Contractors are to coordinate disconnection of utilities with the appropriate utility provider.

Amount of Lump Sum Proposal \$ 5800⁰⁰

Rick Bostic Const & Demo Inc 8200⁰⁰
679 Goodman Rd
Kinston NC 28504
Office (252) 939-6585 Joy Long - call for info
559 6932 Rick Bostic

Respectfully Submitted


Bidder must sign here

Rick Bostic Const & Demo
Name of Company

679 Goodman Rd
Mailing Address

Kinston NC 28504
City, State and Zip

Federal ID or SS No.

License Number

252 559 6932
Phone Number

Feb 28 2018
Date

- Please contact our office should you have any questions before bidding

NC DEPARTMENT OF ADMINISTRATION

ATTACHMENT B – SCOPE OF WORK

Jones County Recreation will use the \$100.00 to match new middle school students peers according to gender, age, and interest. The “buddy” will help with adjustment to the new school.

EXHIBIT K



Key Message: Marsy's Law for North Carolina seeks to amend the state constitution in order to provide an equal level of constitutional protections to victims of crimes that are already afforded to the accused and convicted. Marsy's Law is supported across the political spectrum to ensure that victims have the same "co-equal" rights as the accused and convicted - nothing more, nothing less. Marsy's Law gives the victim a voice in the process; not a veto.

- The U.S. Constitution and many state constitutions give specific rights to individuals accused and convicted of a crime. Crime victims, however, have no enumerated rights in either the U.S. Constitution or in 15 state constitutions - including North Carolina.
- Marsy's Law for All seeks to amend state constitutions like North Carolina that do not currently offer protections to give victims of crimes equal rights that are already afforded to the accused and convicted.
- While North Carolina does have victims' rights protections in its constitution, it is not always consistently applied from county to county and regionally, and there is a need to amend the constitution to better ensure consistent enforcement of those rights statewide.
- In January 2017, Marsy's Law for NC kicked off a campaign to begin the two-step process to amend the state constitution: the first step requires a bill passed by $\frac{3}{5}$ of both chambers of the state Legislature to then send it to a statewide vote the following year.
- Nearly eight out of ten North Carolinians support a constitutional amendment giving crime victims equal rights already afforded to the accused and convicted including the right to be treated fairly, with dignity and respect, to be informed regarding custody and to have a voice in the judicial process.
- We can all agree it's common sense that no rapist should have more rights than the victim. No murderer should be afforded more rights than the victim's family.
- It is not a partisan issue: giving crime victims important co-equal rights is a rare political issue that both Republicans and Democrats are unified in supporting.
- In recent years, voters in five states have passed Marsy's Law including the groundbreaking 2008 victims' rights law in California, Illinois, North and South Dakota and Montana.
- Marsy's Law for All campaigns are currently active in eight states beyond North Carolina including Nevada, Maine, Idaho, Oklahoma, Ohio, Wisconsin, Kentucky and Georgia.

A constitutional amendment for victims' rights will guarantee equal rights to crime victims by:

Informing victims and their families about their rights and services available to them

Giving them the right to receive notification of proceedings and major developments in a criminal case

Protecting their safety by notifying them in a timely manner regarding changes to the offender's custodial status

Allowing victims and their families to exercise their right to be present - and heard - at court proceedings; and to provide input to the prosecutor before a plea agreement is finalized

Establishing the right to restitution



**North Carolina County Commissioners White House Conference
Formal Schedule**

March 14, 2018

1:00 p.m.

South Court Auditorium

Opening Remarks

Billy Kirkland

Special Assistant to the President & Deputy Director of Intergovernmental Affairs

Department of Transportation

Anthony Bedell

Deputy Assistant Secretary for Intergovernmental Affairs

White House National Economic Council

Ray Starling

Special Assistant to the President for Agriculture, Trade and Food Assistance

Marc Short

Assistant to the President & Director of the Office of Legislative Affairs

White House National Economic Council

DJ Gribbin

Special Assistant to the President for Infrastructure Policy

Break

Rick Dearborn

Assistant to the President

Federal Department & Agency Representatives Panel:

Turner Bridgforth, United States Department of Agriculture

Preston Cory, Environmental Protection Agency

Darcie Johnston, Department of Health and Human Services

Lawson Kluttz, Department of Commerce

Doug Little, Department of Energy

Raffi Williams, Department of Housing and Urban Development

Closing Remarks

Billy Kirkland

Special Assistant to the President & Deputy Director of Intergovernmental Affairs



**Office of Intergovernmental Affairs
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Commerce / DOC	Mike Platt	202-482-3663	mplatt@doc.gov
Corp. for National & Community Service	J.P. Fish	202-606-6938	jpfish@cns.gov
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Energy / DOE	Bryan Kellogg	202-586-0608	bryan.kellogg@hq.doe.gov
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Homeland Security / DHS	Kelsey Edwards	202-282-9926	kelsey.edwards@hq.dhs.gov
Housing & Urban Development / HUD	Stephanie Fila	202-402-6471	stephanie.c.fila@hud.gov
Interior / DOI	Todd Wynn	202-208-6649	todd_wynn@ios.doi.gov
Justice / DOJ	Jessica Hart	202-514-6703	Jessica.E.Hart@usdoj.gov
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Labor / DOL	Dave Thomas	202-693-4600	Thomas.David.M@DOL.gov
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Transportation / DOT	Chris Mitton	202-366-3011	chris.mitton@dot.gov
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Veteran Affairs / VA	Thayer Verschoor	202-461-7385	thayer.verschoor@va.gov
Drug Control / ONDCP	Jacqueline Hackett	202-395-6675	Jacqueline_E_Hackett@ondcp.eop.gov

****Please include White House Intergovernmental (WHIGA) on State-Federal coordination requests and contact WHIGA with any Federal-Intergovernmental questions**